Supreme Court, U.S.
F I L E D
MAY 23 1996

No. 95-1530

IN THE

Supreme Court of the United States

OCTOBER TERM, 1995

ANNE M. GLAVEY,

Petitioner,

vs.

THE DIME SAVINGS BANK OF NEW YORK,

Respondent.

PETITION FOR A WRIT OF CERTIORARI
TO THE NEW YORK STATE COURT OF APPEALS

PETITIONER'S REPLY BRIEF

ANNE M. GLAVEY
Petitioner Pro Se
510 Grandview Drive
Highland Lakes
New Jersey 07422
(201) 764-1427

EDITOR'S NOTE

THE FOLLOWING PAGES WERE POOR HARD COPY AT THE TIME OF FILMING. IF AND WHEN A BETTER COPY CAN BE OBTAINED, A NEW FICHE WILL BE ISSUED.

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FACTUAL AND PROCEDURAL STATEMENT

Petitioner, Pro se, responds to. Respondents brief, once again, a distortion of the facts surrounding this petitioner's foreclosure of her apartment.

Once again, Petitioner will set forth in a clear chronological manner the events which transpired from the onset of this ordeal, right through and up to the Court of Appeals of the State of New York and show this Honorable Court that my rights to Due Process have, indeed been denied, both by Improper Service of the Summons and Complaint on a doorman and the inappropriate granting of Respondents Motion for Summary Judgment.

Petitioner is a responsible person, having worked for Pan Am for 25 years, in charge of 15 persons at any given time. Prior to this foreclosure action, I had impeccable credit. I am currently employed by Delta Airlines, also in a supervisory capacity.

Since 1972, Petitioner was renting the subject apartment and in 1986, purchased same and borrowed $112,000.00 from Dime. My application clearly shows the subject apartment, my residence in New Jersey and my place of work. Thereafter, I paid my monthly payments diligently.

My troubles began on or around January 31, 1991, when I received a telephone call from a Mrs. Becker, of Dime, informing me that there was an unapplied credit of $1210.68 in my account. That would leave a balance of $76.00 owed to the Dime for my February payment, the monthly payments were $1286.84. However, the Dime demanded that I submit $234.84 for February, 1991, which I did. Money Order (no. 42832038521) of $234.84 on February 7, 1991 (denominated as 9102097) marked with the inscription "Bal Feb 91 Mortg". (A. 1 & A. 2) It was cashed by Dime on February 12, 1991, the back and front of order (A. 1 & A. 2). This payment resulted in an overpayment of $160.00.

March, 1991, personal check no. 843, on 3/1/1991, in the amount of $1286.84 to the Dime, with the inscription "6055867." Dime cashed that check on March 2, 1991, back and front of check. (A. 3 & A. 4)

Thereafter, I received a letter from the Dime, dated March 20, 1991, stating, without explanation, that I owed $80.00. (A. 5)

April, 1991, two Money Orders numbered 43100434157 and 43100434168 in the amounts of $686.84 and $600.00, totalling $1286.84, dated April 5, 1991 (denominated as 910405) each marked with the inscription "April 91" cashed by Dime on April 19, 1991, back and front orders. (A. 6 & A. 7)

May, 1991, two Money Orders numbered 43103691527 and 43103692506 in the amounts of $700.00 and $586.84, totalling $1286.84, dated May 6, 1991 (denominated as 910516) and each marked with the inscription "May 91 6055867". Dime did not cash those money orders, but instead, held them. However, it is clear that they did, indeed, receive them, as Dime sent me a note, dated May 13, 1991, stating "Insufficient Funds." "Please remit $3,624.21 Certified Funds." (A. 8 & A. 9 & A. 10)

June, 1991, personal check 910, dated June 10, 1991, in the amount of $1286.84, with the inscription "June 6055867", June 21, 1991, Dime returned the June check, with a note stating "not total amount due of $4996.75." Again, there was no explanation by Dime as to how this figure was calculated. (A. 11 & A. 12)

July, 1991, check no. 930 dated July 4, 1991 in the amount of $1286.84, with the inscription "July 6055867" and mailed on July 4, 1991, with cover letter, once again, enclosing the June check. (A. 13 & A. 14)

July 17, 1991, I received a letter, stating that the return of my alleged "partial payment" for June and July, in the amounts of $1286.84, were enclosed. 910 and 930, were indeed the June and July checks (A. 15), no legal papers were served upon me, at that time. (A. 15)

August, 1991, check number 940 dated August 5, 1991, in the amount of $1,286.84, with the inscription "Aug '91" and mailed on August 5, 1991 to Dime, again with cover letter. (A. 16 & A. 17 & A. 18)

The Dime-Gram, of August 30, 1991, clearly outlines the return of, once again, the June, July and now the August, payments, a copy of the investigation, which was never sent. (A. 19)

October 2, 1991, by chance, I visited my apartment, at the request of my tenant. Amongst a pile of packages with the doorman, was a large brown envelope, postmarked *September 12, 1991,* addressed to me at 404-418 East 66th Street, New York, N.Y. 10021. The address did not contain my apartment number, but was written in different handwriting "12A Joe the Supr." (A. 20)

The envelope contained a Summons and Complaint, both dated August 21, 1991. On October 3, 1991, I filed a Notice of Motion, denying the Charges, that I was improperly served and requesting an extension of time. I never did receive the Summons and Complaint allegedly served on the doorman.

Melanie Finkel appeared on behalf of Dime and opposed my Motion, stating at paragraph 3. of her Affidavit: "The Mortgagor has defaulted on the terms of the Mortgage by failing to make her monthly mortgage payment due on *March 1, 1991,* and failing to make all *subsequent payments* thereafter. The Mortgagor's time to answer or otherwise appear expires on October 22, 1991. (Emphasis added).

At paragraph 5, it states: *"Moreover, the Mortgagor never denies that she is in default under the Mortgage.* The only relevant fact for the Court's determination is that DIME has not received a penny from the Mortgagor since March 1, 1991. (Emphasis added). Obviously, this is blatantly false.

On November 13, 1991, Judge Sherman signed an Order, extending the time "for a period of 30 days from service by plaintiff of a copy of this order with notice of entry upon defendant, pro se." This Order was entered on November 20, 1991, and the Service of *Notice of Entry* is dated *December 26, 1991.* Therefore Respondents Brief at page 3, is totally misleading, false, and contradictory to their very own documents. Also, at this juncture, there was nothing to "Stay." Judge Sherman mentioned the Improper Service, but did not address it, in a traverse hearing, or otherwise rule on it.

Indeed, my Answer, filed on January 24, 1992, was timely and Verified, contrary to the Respondents assertions. In fact, my "Verified Answer" is later attached to another Notice of Motion of Respondent. Of course, my Answer did challenge and address each issue alleged in the Complaint, and I clearly outlined that I was not in default in my monthly mortgage payments, and had paid each monthly payment in full and on time.

The Complaint alleges on page 3, paragraph 5, "The Mortgagor failed to comply with the conditions of the Mortgage by failing to pay the payment of principal and interest which became due and payable on *March 1, 1991* and failing to make any subsequent payment of principal and interest." At paragraph 6, it states "On or about March 12, 1991, DIME sent notice to the Mortgagor stating that the Mortgagor was in default under the Mortgage for non-payment of principal and interest." (their Exhibit B) This letter of alleged default claims no payments received for February and March, 1991, in the amount of $1286.84, for each month, which would calculate to $2573.68. The Dimes letter claims the amount of $2251.67, "including late charges." Even their own calculations cannot be reconciled.

To further add to the confusion, Dime's letter of March 20, 1991, (8 days after the letter of the alleged default) states the amount is only $80.00. Petitioner, clearly, and as always demonstrated and documented in all of my papers to the Courts for almost five years, there was no default, but, in fact, an excess in my account, later confirmed by Dimes very own figures. It is clear that before March 12, 1991, that Dime had already cashed February money order of $234.84 and March check of $1286.84. Both these amounts, plus the unapplied amount/credit of $1210.68, (which should have been applied to the February) makes the total for February and March $2732.36. Accordingly, as of March 12, 1991, there was an overpayment of $480.69.

Dimes Exhibit C, July 15, 1991 acceleration letter, states that no payment was received for March 1, 1991, April 1, 1991, May 1, 1991, June 1, 1991 and July 1, 1991, in the

amount of $1286.84 for each month, plus late charges of $1060.07. Every single one of these payments were made in full and on time to Dime. In fact, even their Exhibit C, proves that they were still in possession of all my payments on July 12, 1991 (acceleration letter).

June 10, 1992, Dime filed a Notice of Motion for *Summary Judgment,* with the respective *Affidavits* of Phyllis R. Edwards, V.P. of Dime and Melanie Finkel, contradicting their original allegations, now stating that only March 1991 payment was due, on page 3, paragraph 6, "On or about March 12, 1991, DIME sent notice to the Mortgagor stating that the Mortgagor was in default under the Mortgage for non-payment of principal and interest for the two payments due on February 1, 1991 and March 1, 1991, respectively." (Dimes Exhibit B).

Further, at paragraph 7, it states: "Thereafter, on April 9, 1991, DIME received from the Mortgagor *one monthly payment* in the amount of $1286.84 which was applied to the February, 1991 payment. No further payments were received. Thus, the Mortgagor failed to cure her default, and on *July 15, 1991,* DIME exercised its right to receive immediate payment in full which has not been received." At paragraph 8, it states: "*After* DIME accelerated the Mortgage, the Mortgagor attempted to tender *three partial payments* to DIME and DIME properly rejected these payments." (the Edwards Affidavit). The evidence is quite to the contrary, DIME had my checks, did not cash them, claimed a default and acceleration, and then returned them as "insufficient."

Melanie Finkel's *Affidavit* is contradictory to her *Affidavit* in the original Complaint (page 3) now stating "On or about March 12, 1991, DIME sent notice to the Mortgagor stating that the Mortgagor was in default under the Mortgage for non-payment of principal and interest for the monthly payments due on *February 1, 1991* and March 1, 1991, respectively in the amount of $1,286.84 each (Dimes Exhibit B). Thereafter, on April 9, 1991, DIME received one payment from the Mortgagor in the amount of $1,286.84 which was applied to the payment due on February 1, 1991. However, *no further*

payment was received and the Mortgagor failed to cure her default." (Finkel's Affidavit, page 2). Again, the payments were received by Dime, held to "create" a default, then returned *after* the acceleration letter.

July 22, 1992, Petitioner filed Affidavit in *Opposition* to Motion for *Summary Judgment,* again outlining and demonstrating with submitted evidence, that I had, indeed, paid February and March, 1991, and that these payments were cashed by Dime, the three individual checks, in the full amount for June, July and August, 1991, respectively, were, indeed, sent to Dime each month, on time, and were returned, unjustifiably.

Reply *Affidavit* from Phylis R. Edwards of August 4, 1992, and once again, adding to the confusion, from the previous Affidavits, now states in page 2, paragraph 2: "Thus, on March 2, 1991, the Mortgagor, being in arrears for the monthly payments due on *January 1, 1991,* February 1, 1991 and March 1, 1991, totalling $3,860.52, made one payment to DIME in the amount of $1286.84. Dime applied this check to the January monthly payment, and Mortgagor remained in default for the non-payment of installments of principal and interest due for the months of February and March. A copy of the January, 1991 payment is attached as Exhibit A to the Mortgagor's answer (the "Answer"). At paragraph 3: "Thereafter, as the Mortgagor remained two months in arrears, DIME sent out a default letter dated March 12, 1991, a copy of which is attached as Exhibit B to the verified complaint." At paragraph 4, "On April 9, 1991 DIME received a check from the Mortgagor in the amount of $1,286.84 (see Mortgagor's Exhibit B). This check was applied to the February, 1991 payment, and the Mortgagor continued to be two months in arrears." 5. "In paragraph 9 of the Mortgagor's affidavit in opposition, she alleges that in May, 1991 she made a payment in the amount of $1,286.84. However, a review of our records indicates that DIME did not receive any such payment from the Mortgagor in May, 1991."

Contrary to the above statements, I had not attached my January 1991, payment to either my Verified Answer or Affidavit in Opposition to the Motion for Summary Judgment, as

accordingly, the January 1991 payment was not in dispute, either in the Complaint or in the Motion papers. In the meantime, no mention was made to the February, March and April, 1991 payments, all of which had been cashed.

The "Edwards Affidavit" goes on to state in paragraph 5. "In any event, this payment was significantly less than the amount owed DIME at that time which totalled $3,860.52." This figure is equivalent to three monthly payments, which would be for April, March and February, 1991. Those three monthly payments were cashed by Dime. It is incorrect to state that they did not receive the May, 1991 payment, since the record and their own documentation clearly shows the exact amount of $1286.84 were received in their note of May 13, 1991. Simply put, Dime was setting the stage for a foreclosure action.

Further at paragraph 6 (Edwards Affidavit) he goes on to state: "No further payments were received from the Mortgagor and she defaulted on the payments due in June and July, 1991 as well."

Nothing could be further from the truth, and it is worthy to note the non consecutive check Nos. 910, 930, 940.

The "Edwards Affidavit" continues with his incorrect statements and at paragraph 7 states: "Subsequently, in August, 1991, the Mortgagor attempted to tender to DIME three payments totalling $3,860.52 (see Mortgagor's Exhibits D, E, and F). These payments were properly rejected by DIME as the mortgage was already accelerated by DIME, the foreclosure action had been commenced by DIME's attorneys, and the total arrears at that time was $7,721.04. In addition, not only did these payments arrive after acceleration of the mortgage and after the commencement of this action, but the payments were significantly less than the amount of the arrears owed to the DIME."

Note that Exhibits D, E, and F, of the petitioner, are, indeed separate, dated June, July and August, 1991, respectively, with the exact amount due on each check. In addition, their own documentation clearly proves that these checks were returned to me individually. Consequently, these payments did

not arrive *after* acceleration of the mortgage, but *prior* to acceleration, and the payments were *not* less than the amount of the alleged arrears owed to Dime. Simply put, Dime manufactured a default by not cashing the checks and returning them, and now states they returned them after acceleration.

August 13, 1992, Petitioner filed, Further Reply in Opposition to Respondents Motion for *Summary Judgment*, again, denying each and every allegation asserted by Dime, in addition, now showing that I had, indeed paid the *January, 1991* payment, in the amount of $1311.00 on January 9, 1991, Money Orders numbered 42828612928 (denominated as 910109), each marked with the inscription "Jan 91 6055867." They were cashed by Dime on January 14, 1991 (and attached as Exhibit J). Submitted for the third time, documented evidence, of all other monthly payments made and cashed by Dime.

On December 8, 1992, Judge Sherman granted Dime Motion for *Summary Judgment*. His Decision, simply paraphrases and clearly accepts, without questions, Dime's allegations, as uncontradicted fact, with total disregard to my documented evidence. Judge Sherman retired at the end of the year.

Thereafter I hired an attorney -- Stephen Latzman. Every Reargument Motion, Motions, Appeals and leave to appeal have been denied to this Petitioner, even though I continued with my documented factual evidence.

While the issue of Improper Service had been vaguely addressed, the issue of Summary Judgment was never addressed and simply glossed over.

LEGAL ARGUMENT

SERVICE UPON A DOORMAN WHO HAS NOT DENIED ACCESS TO AN APARTMENT OF A NON-RESIDENT DEFENDANT IS A DENIAL OF DUE PROCESS AND CONTRARY TO THE ESTABLISHING CASE LAW OF THE STATE OF NEW YORK.

Service upon this Petitioner was improper, when made on the doorman of the apartment building of the non-resident defendant.

The Process Server did not request, nor was he impeded from going to the apartment. The Mailed Summons lacked the Apt. No.

The Court of Appeals in *F. I. DuPont, Glore, Forgan & Co. v. Chen* 41 NY2d 794, 396, N.Y.S. 2d 343 (1977), previously cited.

The critical factor in the court's determination to uphold the service in that case turned on the clear factual evidence that "the doorman" would not permit him (process server) to go up to the defendant's apartment" (41 N.Y. 2d 796).

The rationale of the court of appeals in *DuPont* has been consistently relied upon by the New York appellate Divisions First and Third Departments. See *Biological Concepts, Inc. v. Rudel,* 159 A.D. 2d 32, 558 N.Y.S. 2d 312 (N.Y.A.D 3 Dept. 1990) "Unlike the situation in DuPont, the process server was not denied access to the apartment building by a doorman who took the papers so as to extend the bounds of defendant's apartment." (id at 313); *Rosenberg v. Haddad*, 208 A.D. 2d 468, 617 N.Y.S. 2d 330 (N.Y.A.D. 1 Dept. 1994) "In any event, service that is left with a doorman, followed by a mailing, is valid where access to the apartment is prohibited" (id at 330); *State Street Bank and Trust Co. v. Broadway/St. Nicholes Assoc.*, 214 A.D. 2d 474, 625 N.Y.S. 2d 217 (N.Y.A.D. 1 Dept. 1995) "he left the summons and complaint with the doorman after one of appellant's partners told the doorman, through the intercom, not to allow the process server to enter (compare DuPont) (id at 218); McCormack v.

Goldstein, 204 A.D. 2d 121, 611 N.Y.S. 2d 185 (N.Y.A.D. 1 Dept. 1994) "Plaintiff's process server was not barred from proceeding to defendant's apartment by the doorman of defendant's building, whose permission to enter was never requested ... (id at 186).

Respondents knew that Petitioner did not reside in the apartment, by the appointment of a Receiver to collect rents.

Since service was improper, jurisdiction of the person of the defendant -- this Petitioner was never obtained.

The granting of Summary Judgment was improper and operated to deny this Petitioner due process right to a trial.

CONCLUSION

For the Reasons set forth above, I hope and pray that my plight to seek justice to this Honorable Court, after five long years, will not go in vain, that the judgment be reversed, complaint dismissed, or a Writ of Certiorari granted, or the case remanded back for trial, as this Petitioners due process rights were violated, under the United States Constitution.

Dated:

Respectfully submitted,

ANNE M. GLAVEY,
Petitioner -- Pro se

510 Grandview Drive,
Highland Lakes, New Jersey, 07422.

APPENDIX

CUSTOMER'S RECEIPT

DO NOT SEND THIS RECEIPT FOR PAYMENT
KEEP IT FOR YOUR RECORDS

4283203852 | 910207 | 100041 | 234*84

SERIAL NUMBER | YEAR MONTH DAY | POST OFFICE | U.S. DOLLARS AND CENTS

PAY TO: DIME Savings Bank
STREET: P O Box 9308 ENB PLAZA
CITY: ANNUNDALE STATE: NY ZIP: 11556

PURCHASER: Hanz M GLAVEY
STREET: 80 BOX 1514
CITY: NY STATE: NY ZIP: 10009 —

CUSTOMER RECEIPT Bal Fet Hwtg. 191

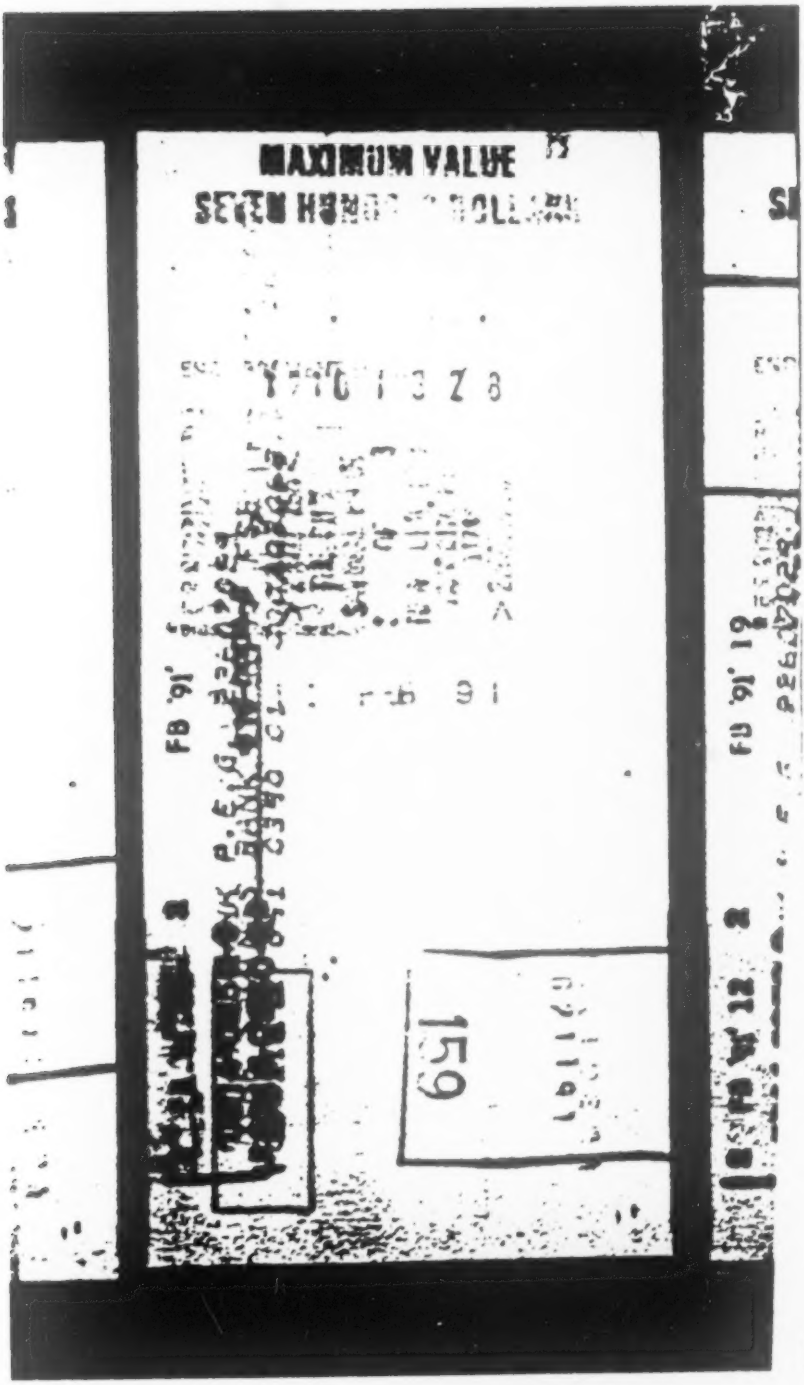
COD NO. OR USED FOR

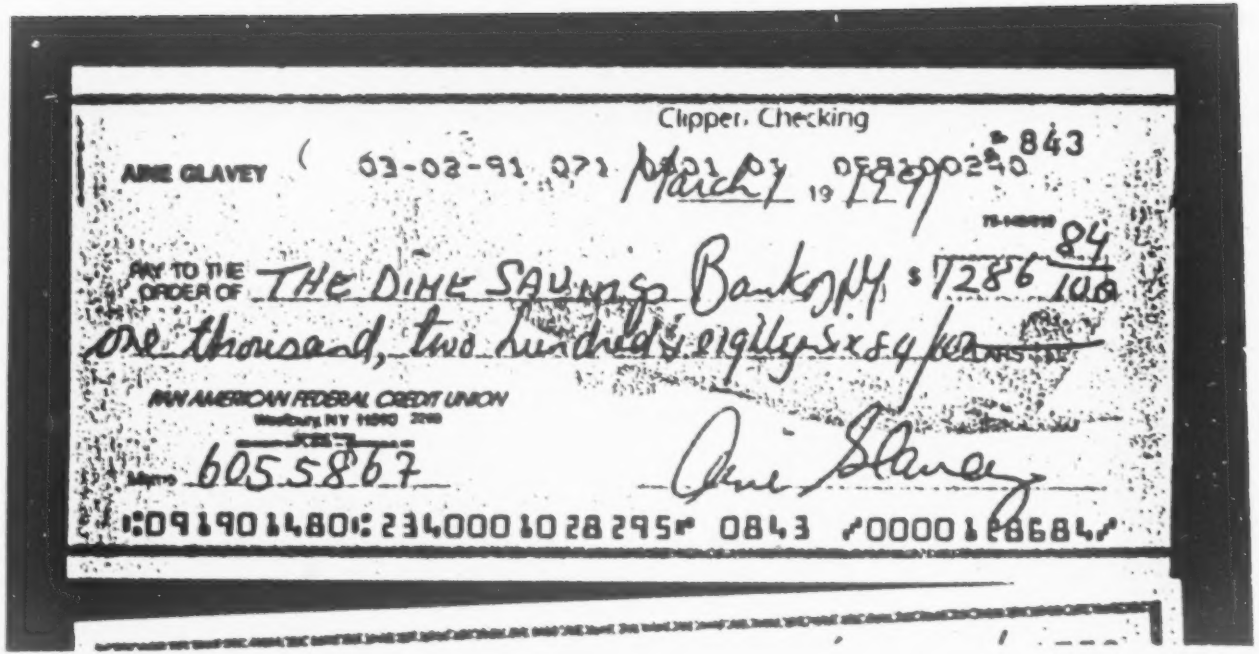
$405

This receipt is your guarantee of 100% refund if your money order is lost or stolen, provided you fill in the *Pay To* and *Purchaser* information on the money order in the space provided. No claim for improper payment permitted 2 years after payment.

If your money order is lost or stolen, present this receipt and file a claim for a refund at your Post Office.

A-1


MAXIMUM VALUE
159



Clipper Checking

ABIE GLAVEY (03-02-91 071 0421 03 0583002940 843

March 1 19 99

PAY TO THE ORDER OF THE DIME SAVINGS Bank of NY $ 7286 84/100

One thousand, two hundred eighty six & 84/100 DOLLARS

FAN AMERICAN FEDERAL CREDIT UNION
Woodbury, NY 11797

FOR 6055867

:021904480: 234000 10 28295 0843 0000 7286 84

19.85293
02 MAR 91

DIME.
THE DIME SAVINGS BANK

EAB PLAZA,
UNIONDALE , N.Y. 11556-0122

03/20/91

ANNE M GLAVEY
PO BOX 1514
NEW YORK NY 10009-8905

RE: ACCT 6055867
404-418 EAST 66TH ST.
APT.12A
NEW YORK, NY 10021

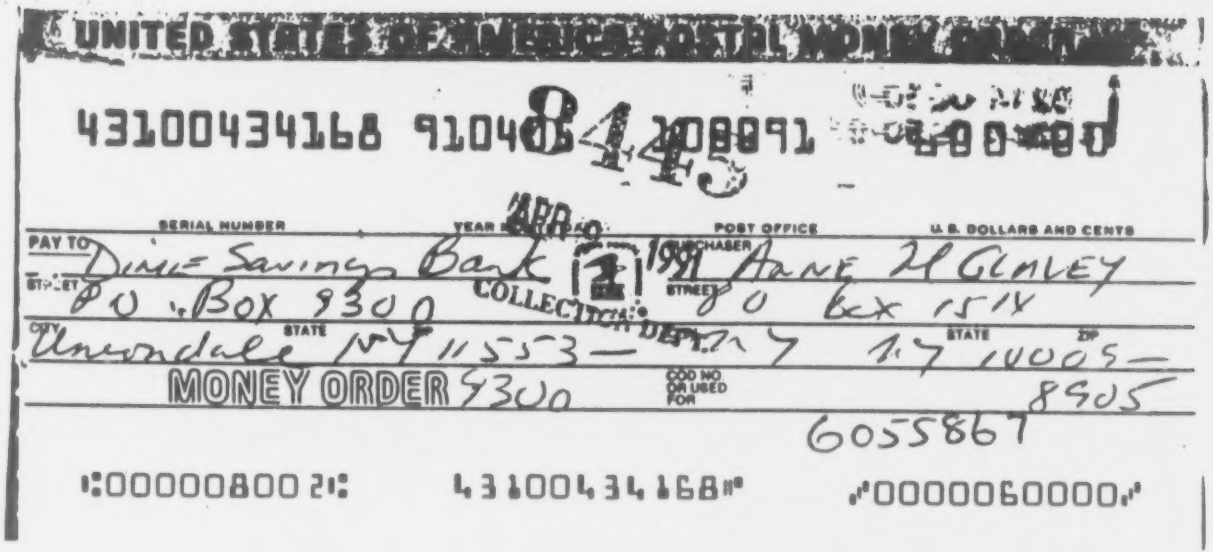
DEAR BORROWER:

I WOULD LIKE TO TAKE THIS OPPORTUNITY TO REMIND YOU THAT ACCORDING TO YOUR COMMITMENT, A PAYMENT OF $$ 80.00 IS DUE IN THIS OFFICE OF 03/27/91.

IF YOU WISH TO DISCUSS THIS, PLEASE CONTACT ME IMMEDIATELY.

SINCERELY,

J. ONORIO
LOAN COLLECTOR I
(516) 745-2781



UNITED STATES OF AMERICA POSTAL MONEY ORDER

43100434168 9104 84 108891 [illegible]

SERIAL NUMBER | YEAR AND MONTH | POST OFFICE | U.S. DOLLARS AND CENTS

APR 2 1991

PAY TO: Dime Savings Bank COLLECTION DEPT. 2

PURCHASER: Anne M Conley

STREET: PO Box 9300 | STREET: PO Box 1514

CITY: Uniondale STATE: NY 11553- | STATE: NY ZIP: 11005-

MONEY ORDER $300 | COD NO. OR USED FOR: 8905

6055867

:00000800 2: 43100434168" "0000060000"

CUSTOMER'S RECEIPT

DO NOT SEND THIS RECEIPT FOR PAYMENT
KEEP IT FOR YOUR RECORDS

4310369250[illegible] 960506 [illegible] 581.64

SERIAL NUMBER YEAR MONTH DAY POST OFFICE U.S. DOLLARS AND CENTS

PAY TO Dime Savings Bank of NY

STREET P.O. Box 1500

CITY Valley Stream STATE NY ZIP 11583

PURCHASER Anne M Gravey

STREET P.O. Box [illegible]

CITY NY STATE NY ZIP 10005

COD NO OR USED FOR 890

CUSTOMER RECEIPT

May '96 6055867

This receipt is your guarantee of 100% refund if your money order is lost or stolen, provided you fill in the *Pay To* and *Purchaser* information on the money order in the space provided. No claim for improper payment permitted 2 years after payment.

If your money order is lost or stolen, present this receipt and file a claim for a refund at your Post Office.

M

CUSTOMER'S RECEIPT

DO NOT SEND THIS RECEIPT FOR PAYMENT
KEEP IT FOR YOUR RECORDS

4310369251 | 910506 100393 [illegible]

SERIAL NUMBER | YEAR MONTH DAY | POST OFFICE | U.S. DOLLARS AND CENTS

PAY TO: Dime Savings Bank of NY
STREET: P-O-Box 500 Valley St.
CITY: NY STATE: NY ZIP: 11582

PURCHASER: Anne M Clavey
STREET: [illegible] 1574
CITY: [illegible] STATE: NY ZIP: 1009-

COD NO. OR USED FOR: [illegible] $405

CUSTOMER RECEIPT

May 19 1605867

This receipt is your guarantee of 100% refund if your money order is lost or stolen, provided you fill in the *Pay To* and *Purchaser* information on the money order in the space provided. No claim for improper payment permitted 2 years after payment.

If your money order is lost or stolen, present this receipt and file a claim for a refund at your Post Office.

3486 Rev. 12/89 5/13/91 Mortgage No. 6055867

We are sorry, but we have to return your payment. Here is the reason we cannot accept it:

___ Not Payable To Us _____ Written amount Blank

___ Not Properly Endorsed _____ Insufficient Funds

___ Not Signed Please remit 3,624.21 certified funds

Please send us a corrected check as quickly as you can and enclose your payment coupon or ✓ notice so we can credit your mortgage account promptly.

Anne Glavey
P.O. Box 1514
New York, NY 10009-8905

Thank you very much.

DIME.
516-745-2781

Clipper Draft
6/10/1996 910
1-7813/2260
AINE GLAVEY
PAY TO THE ORDER OF Dime Savings Bank
$1286 84/100
one thousand, two hundred eighty six and 84/100 DOLLARS
PAN AMERICAN FEDERAL CREDIT UNION
HAUPPAUGE, NY 11788
MEMO June 6055867
⑆226076135⑆ 234000 10 28 295⑈ 0910

3486 Rev. 12/89 (516) 357-DIME Mortgage No. 605586-7
6/21/91

We are sorry, but we have to return your payment. Here is the reason we cannot accept it:

___	Not Payable To Us	_____	Written amount Blank
___	Not Properly Endorsed	_____	Insufficient Funds
___	Not Signed	✓	net total amount due of $4996.75

Please send us a corrected check as quickly as you can and enclose your payment coupon or this notice so we can credit your mortgage account promptly.

Anne Glavey
P.O. Box 1514
New York, NY 10009-8905

Bruce Levy (212) 944-1515

Thank you very much.

DIME.
Collection Dept.
800 333 8921
516 745 2781

Clipper Draft

AINE GLAVEY

July 4, 19 99/930

1-7613/2260

PAY TO THE ORDER OF Dime Savings Bank $ 1286 84/100

one thousand, two hundred eighty six DOLLARS

PAN AMERICAN FEDERAL CREDIT UNION
HAUPPAUGE, NY 11788

MEMO July 605867

⑆226076135⑆ 234000 10 28 295⑈ 0930

CERTIFIED MAIL: P.O. BOX 1514,

RETURN RECEIPT REQUESTED: NEW YORK,

N.Y. 10009-8905.

July 4, 1991.

The Dime Savings Bank of New York,
P.O. Box 1500 Valley Stream,
New York 11583.

Re: Loan No. 6055867

Dear Sir or Madam,

I am in receipt of your note and my returned cheque in payment of my June payment.

Too my knowledge, I have made all the payments thus far. I am enclosing my July payment, together with the June payment.

I have gone over my pa perwork and I am not aware of any deliquent payment.

Hope this is to your satisfaction.

Very truly yours,

/s/ Ann M. Glavey

Anne M. Glavey.

2 checques enclosed.

DIME.
THE DIME SAVINGS BANK
OF NEW YORK, FSB

EAB PLAZA,
UNIONDALE , N.Y. 11556-0122

DATE: -7/17/91

ANNE,M,GLAVEY
PO BOX 1514
NEW YORK NY 10009-8905

Re: Loan No. 6055867

Dear Borrowers:

You have recently sent us a partial payment of $1286.82 and check #910930, which we are unable to process at this time and which you will find enclosed in this letter.

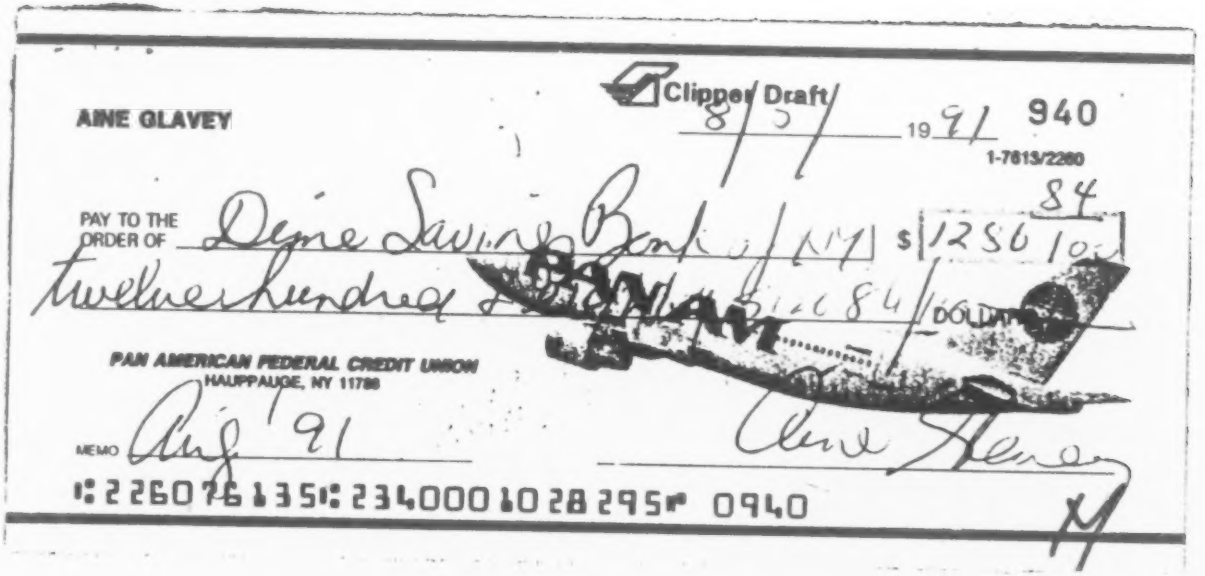
If extraordinary circumstances have prevented you from making your full mortgage payment, you should immediately contact the Bank's Customer Relations Unit. The Customer Relations Unit consists of specialists who are trained to deal with situations such as yours, and work with you to explore alternatives to foreclosure. We have a wide variety of plans available which could help you avoid losing your investment.

The sooner you contact us, the easier a solution will be, so please call me at (516) 745-2230 to discuss your case. I am available from 8:30 a.m. to 5:30 p.m.

We have a wide variety of payment plans and options available and have been able to help hundreds of borrowers. I'm sure one of our plans will be right for you. If it isn't, we can tailor plans to meet your specific needs. There just might be a way to keep you from losing your property, and The Dime would like to work it out for you.

Sincerely,

/s/ Susan Whelen



AINE GLAVEY

Clipper Draft

8/5 19 91 940

1-7813/2260

PAY TO THE ORDER OF Dime Savings Bank of NY $ 1256 84

twelve hundred fifty six 84/100 DOLLARS

PAN AMERICAN FEDERAL CREDIT UNION
HAUPPAUGE, NY 11788

MEMO Aug 91

Aine Glavey

⑆226076135⑆ 234000 10 28 295⑈ 0940

CERTIFIED MAIL: AINE GLAVEY,

RETURN RECEIPT REQUESTED: P.O. Box 1514,
New York,
N.Y. 10009-8905.

August 5, 1991.

Ms. Susan Whelan,
The Dime Savings Bank of N.Y.,
FSB - EAB Plaza,
Uniondale,
N.Y. 11556-0121.

Customer Relations Unit:

Re: Loan No. 6055867

Dear Ms. Whelan,

I am in receipt of your Work Sheet Application and do appreciate your concern in this matter and your interest in that I do not loose my property.

Obviously, I am just as concerned in my own investment interest. I was rather upset when the Dime returned my June and July payment. As per our telephone conversation and to my knowledge, I have paid each monthly payment. I have been in touch with the Bank many times and I am not aware of any months in deliquency.

You asked me to send you copies of the cheques for each month, starting in January, 1991. I am enclosing a copy of a Money order for January, a money order which states "Bal Feb Mortg." Obviously, I must have paid the February, as this is the balance, which the Dime requested. However, I am checking with the Post Office for the actual payment itself. There is also a Money Order for March, a copy of a cheque sent to you for April, a Money Order for May and then of course the two cheques which were returned to me for June and July.

I am enclosing another cheque for August, Would you kindly accept June, July and August payments and cash the cheques. I am further looking into my account to learn of any deliquent monthly payment. I would also appreciate if you would inform me, of when the alleged discrepancies occured.

Awaiting to hear from you.

Very truly yours,

/s/ Anne M. Glavey

Anne M. Glavey.

Enclosures:

DIME-GRAM

Date August 30, 1991

A.M. GLAVEY

P.O. BOX 1514

NEW YORK N.Y.
10009-8905

CALL: CUSTOMER SERVICE
WITHIN NEW YORK STATE
351-3463

OUTSIDE NEW YORK STATE
1-800-548-3313

or WRITE: CUSTOMER SERVICE
P.O. BOX 9300
UNIONDALE, N.Y. 11556-0122

Mortgage No. 6055867

As stated in our telephone conversation yesterday, I am returning the 3 checks numbered 940, 930 & 910 as they cannot be accepted, because your loan is in foreclosure.

I am returning the application package should you decide to complete it.

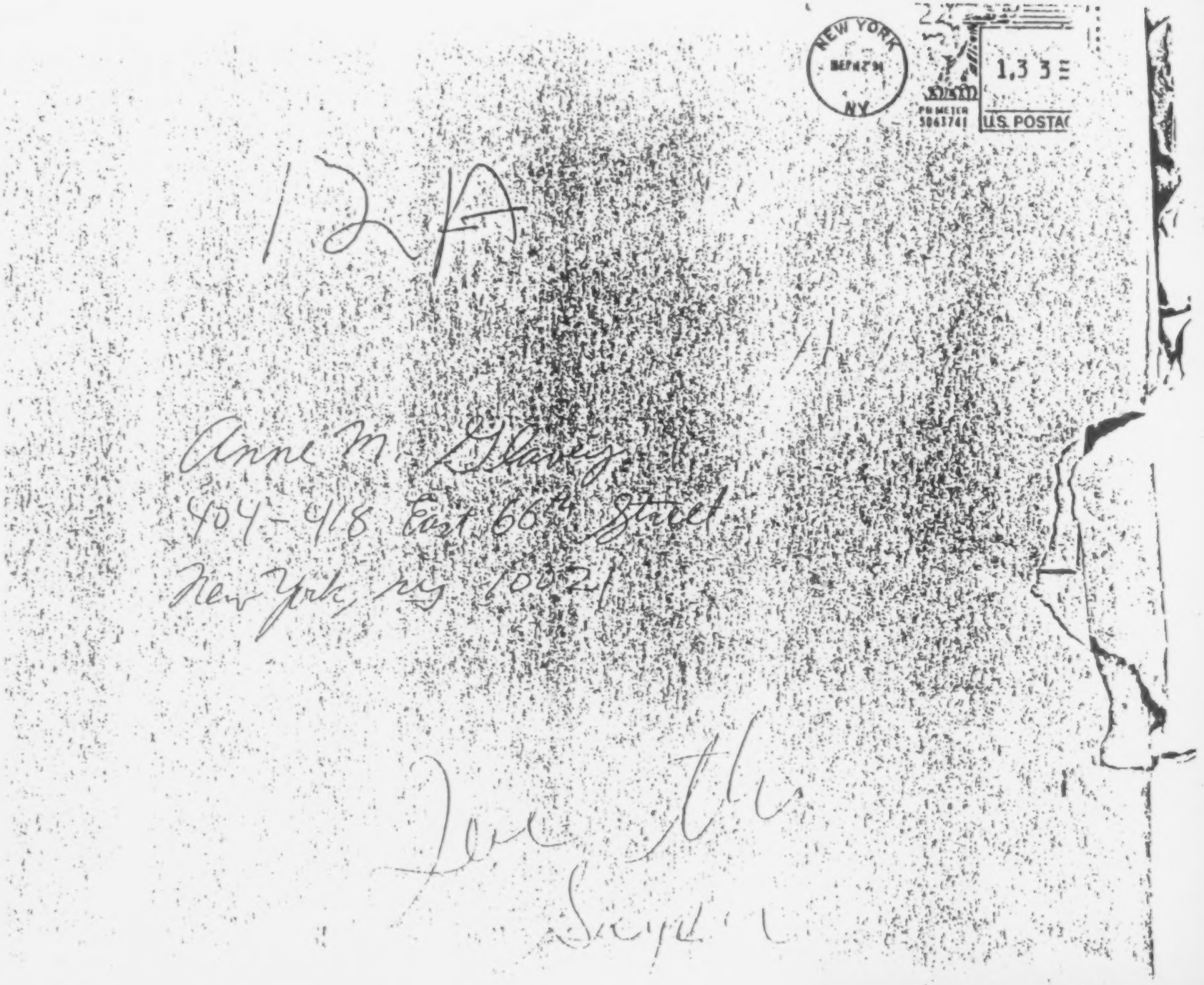
I am also arranging for a coy of the investigation to be mailed to you.

Sincerely,

/s/ Susan Whelan
(516) 745-2230
(1) 800 TRY-DIME

DIME.
THE DIME SAVINGS BANK OF NEW YORK

FSB **MEMBER FDIC**


NEW YORK
NY
1,3 3
U.S. POSTA
12A
Anne M. Glavey
404-418 East 66th Street
New York, NY 10021